

**AGREEMENT FOR ELECTRONIC FILE RELEASE**  
**Western Branch Reservoir Dam Safety Modifications, City of Norfolk Dept. of Utilities**  
**GEI Project 93408-2**  
**Suffolk, Virginia**

At the request of the City of Norfolk, Department of Utilities (Owner), GEI Consultants, Inc. (Engineer) is providing the password to unlock the PDF version of the For Bid and Construction Drawings for the Dam Safety Modifications to Western Branch Reservoir Dam to the prospective bidders on the project (Recipient). We understand that these unlocked PDF files will be used for quantity take off and cost estimating purposes. By accepting and using the password, the Recipient agrees to the terms and conditions stated below.

The password to unlock the PDFs is: GEIBoston2014 and is case-sensitive.

1. Unlocked Electronic Files are provided for convenience and informational purposes only and are not finished deliverables or Contract Documents.
2. Recipient will remove all indication of Engineer's ownership from the Electronic File so that any drawing prepared by from the Electronic File will be recognized as Recipient's own work product.
3. Data contained on these Electronic Files are part of Engineer's instruments of service and shall not be used by Recipient or anyone else receiving this data through or from Recipient for any purpose other than as a convenience for performing quantity take offs and cost estimating services for the Western Branch Reservoir Dam Safety Modifications. Any other use or reuse by Recipient or others will be at Recipient's sole risk and without liability or legal exposure to us. Recipient agrees not to use any information contained in the Electronic Files in any litigation or other action of the Court.
4. Recipient acknowledges that all documents, including drawings, data, plans, specifications, reports or other information, recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.
5. Delivery of the accompanying password for use by Recipient does not constitute a sale by Engineer or Owner. Electronic Files are provided without any warranties, either expressed or implied.
6. Recipient waives any and all claims against Engineer and Owner that may result in any way from the use or misuse, unauthorized reuse, modification, addition to or transfer of the Electronic Files. Recipient agrees to defend, indemnify and hold harmless Engineer, Owner, and Engineer's and Owner's officers, directors, employees, agents or subconsultants, from any claims, losses, damages or costs, including reasonable attorneys' fees and costs of defense, which may arise out of the use or misuse, unauthorized reuse, modification, addition to or transfer of these Electronic Files.
7. Use of these Electronic Files and the information contained therein is limited to the project identified in this Agreement, and Recipient agrees not to use the Electronic Files or the information contained therein for any other purpose. All information and intellectual property contained in the Electronic Files will remain the property of Engineer and may not be copied or distributed to any other party.